

RFP 2010

130-001

STATE OF LOUISIANA

OFFICE OF THE GOVERNOR

DEPARTMENT OF VETERANS AFFAIR

LOUISIANA WAR VETERANS HOMES

FOR

STAFFING

OF

PHYSICAL THERAPISTS,

OCCUPATIONAL THERAPISTS,

SPEECH THERAPISTS,

AND SUPPORT STAFF

STATE OF LOUISIANA
OFFICE OF THE GOVERNOR
LOUISIANA WAR VETERANS HOMES
REQUEST FOR PROPOSAL
FOR
PHYSICAL, OCCUPATIONAL AND SPEECH THERAPISTS
AND SUPPORT STAFF

I. Introduction

The State of Louisiana, Office of the Governor, Department of Veterans Affairs, State Veterans Homes, is issuing this Request for Proposal (RFP) for the purpose of selecting a contractor to provide a therapist for physical, occupational, and speech services, as well as a support staff (Physical Therapy Assistant and Certified Occupational Therapy Assistant) for weekdays and weekends as needed.

A. Description of Physical, Speech and Occupational Therapy Department

Services will be provided Monday through Friday, 8:00 A.M. to 4:30 P.M. and weekend coverage on Saturday and Sunday as needed. The State Veterans Homes' locations are, Northwest LA War Veterans Home, 3130 Arthur Ray Teague Parkway, Bossier City, LA 71112; Southeast LA War Veterans Home, 4080 West Airline Highway, Reserve, LA 70084; Southwest LA War Veterans Home, 1610 Evangeline Highway, Jennings, LA 70546; Northeast LA War Veterans Home, 6700 Highway 165 North, Monroe, LA 71203; LA War Veterans Home, 4739 Highway 10, Jackson, LA 70748. Response by the contractor to a request from State Veterans Homes for therapy services must be within twenty-four (24) hours of the request. It is estimated that the therapists and assistants will work 40 hours weekly on an as needed basis at each State Veterans Home. Each State Veterans Home utilizes contract therapists with the following minimum (five personnel) staffing requirements per home:

Physical Therapy: One (1) Physical Therapist and One (1) Certified Physical Therapy Assistant.

Occupational Therapy: One (1) Occupational Therapist and One (1) Certified Occupational Therapy Assistant.

Speech Therapy: One (1) Speech Therapist (Sometimes known as Speech Pathologist)

Note that an assistant shall never work alone, but must always work with a professional therapist.

State Veterans Homes will provide a designated work and storage area inside each State Veterans Home premises adequate for the provision of services. In addition, State Veterans Homes will provide a desk, telephone and locking file cabinet for

contractor's use. Maintenance of the area or space shall be the responsibility of State Veterans Homes. State Veterans Homes shall provide at its sole expense, all equipment necessary to provide services under this RFP, as mutually agreed upon by the parties. Also, State Veterans Homes will be responsible for paying the janitorial, heating, cooling, and lighting expenses, along with all other utility expenses related to the therapy room.

The contractor will provide qualified therapists to perform therapies for veterans of each State Veterans Homes. These services consist of physical, occupational, and speech therapy to the facility's veterans, including clinical supervision thereof, through the use of qualified staff and in accordance with physician's orders and the applicable plan of care. Contractor will provide clinical management of facility's rehabilitation program, including management of intensity and duration of therapy services, overall caseload and documentation support and focused clinical communication, including interaction with local referral sources. Contractor will provide in-service training for facility staff and adhere to each State Veterans Homes policies and procedures.

Therapists are required by the State Veterans Homes to remain on campus during set contact hours and to supervise their staff assistants in the treatment process as needed and requested. It is the responsibility of the Physical Therapist and Occupational Therapist to maintain compliance in meeting the standards of local, state and federal (OSHA, HIPPA, CMS, etc.) guidelines.

The facility will provide support personnel such as certified nursing assistant to assist contract staff as needed. A multi-disciplinary health team approach is utilized throughout the facility for each veteran. Administratively, each location's administrator under advisement of facility medical director, is ultimately responsible for the effective and efficient operations and functions of physical, occupational, and speech therapy services.

Statistics

Estimated veterans' load for each home, for therapy services is an average daily census of 70 out of a total licensed capacity of 156 beds. Each State Veterans Home will be admitting an average of two to three veterans per week.

II. Purpose and Scope

State Veteran Homes, through the Department of Veteran Affairs, will request proposals from firms with experience in providing full-time services for therapy operations.

The State Veterans Homes are neither solicitous nor desirous of services other than those outlined in the Request for Proposal (RFP). The number of positions to be filled by the contractor shall be in accordance with the RFP and shall follow guidelines and standards established by the various national/federal, and state review and/or regulatory agencies, and shall be at the full discretion of each State Veterans Home.

III. Evaluation Criteria

Each proposal submitted will be evaluated and ranked according to the following criteria:

- A. Cost 40 points
 Lowest cost will be determined by adding all rates per minute, dividing by 5 to obtain an average rate per minute, and multiplying by the estimated number of minutes these services will be supplied. The proposer with the lowest total cost will receive 40 points. Other proposers will receive points in accordance with the following formula.

$$\frac{\text{Maximum cost points (40)} \times \text{Price of lowest proposal}}{\text{Price of proposal being rated}} = \text{Proposal cost points}$$

- B. Experience of Proposer/ Financial Condition of Proposer. 35 points

- C. Qualifications of Key Personnel (Mgt. Staff as well as Therapists) 25 points

IV. Evaluation and Selection of Contractor

It is the intent of the Department of Veterans Affairs, to select one proposal and award one contract based on the responses to the RFP. Proposals will be evaluated according to the criteria in Section III.

The highest scored proposer will be awarded the contract.

V. Proposal Information

The proposal should include all information requested in Attachment I as well as the information requested below.

A. Qualifications of Proposer:

The proposal should include the following information:

1. Resumes on all key management personnel to be involved during the contract period of performance.
2. List of all governmental agencies or corporations for whom similar work has been done (with contact person and phone number); along with at least two letters of recommendation from governmental agencies or corporations for whom similar work has been done.
3. Number of years in business supplying Physical, Speech and Occupational Therapists and/or support staff personnel.
4. Number of Registered Physical Therapist and other staff with specialized training in Physical, Speech and Occupational Therapy employed by proposer.
5. Two letters of recommendation from Physical, Speech and Occupational Therapist and support staff personnel who have been employed by the proposer.

B. Cost

1. The proposer shall provide their rates per minute, for a Physical, Speech, and Occupational Therapist and for a Physical Therapy Assistant and a Certified Occupational Therapy Assistant. The rate per minute shall include Salaries (base plus overtime, overtime for all call backs, evenings, nights, holidays, weekends), travel, overhead costs, administrative costs, and indirect costs. It is estimated that the therapists and assistants will work 2,631,030 minutes, 582,310 in Bossier City, 627,000 in Jackson, 486,720 in Jennings, 624,000 in Monroe and 311,000 in Reserve, Louisiana on an as needed basis. Proposer should use Attachment II cost sheet to provide prices.

C. Ability to meet each State Veterans Homes Staffing Requirements

1. Total number of Physical, Speech and Occupational Therapists and support staff the proposer, could supply within 30 days of contract implementation.
2. Listing of Physical, Speech, and Occupational Therapists and Support staff contractor plans to send. Qualifications of staff that proposer is sending and their past experience.

VI. Contractor Requirements:

The Contractor shall provide the following:

A. Physical, Speech and Occupational Therapists and support staff personnel who have been accepted by the State Veterans Home to fill specific positions as identified by each State Veterans Home.

B. Personnel who meet the following minimum qualifications at each State Veterans Home:

Qualifications

1. Physical, Speech and Occupational Therapists: 1 Physical Therapist, 1 Occupational Therapist, 1 Speech Therapist
 - a. Graduation from an Accredited Physical, Speech and/or Occupational Therapy Program.
 - b. Possession of a valid Louisiana State License to practice of Physical, Speech and/or Occupational Therapy.
 - c. One year of professional level experience as Director of Physical, Speech and/or Occupational therapy.
 - d. Must be able to perform on-call duties after hours including weekends and holidays. Response time to on-call shall not exceed twenty-four (24) hours in duration from time of notification by State Veterans Home.
 - e. Current CPR certification to be maintained throughout the period of assignment to State Veterans Home.
 - f. One satisfactory written professional reference from previous employer, to include all Physical, Speech and/or Occupational therapy experience.

- g. Completed and signed skills competency record on file.
 - h. Current satisfactory health profile.
- 2. Support Staff
 - a. 1 Physical Therapy Assistant, 1 Certified Occupational Therapy Assistant
 - b. The support staff will work in the capacity of an Assistant to Physical and Occupational Therapists; therefore, qualifications of the support staff are left at the discretion of the contractor.
- C. Information on each shall be available for review at request of State Veterans Home:
 - 1. Completed application, including previous Physical, Speech and Occupational Therapists and support staff experience, satisfactory evaluation from last place of employment which meets the requirements of the State Veterans Home, and employment eligibility verification.
 - 2. Verified skills competency record;
 - 3. One Satisfactory written professional reference;
 - 4. Current CPR certification to be maintained throughout the period of assignment to the State Veterans Home;
 - 5. Medical history, including condition of health, height, weight, date of last physical, any receipt of Worker's compensation Insurance, any chronic illness or disability, history of back injury, hernia, emotional illness, name, relationship, address, city, state, and phone number of person to contact in case of emergency, and proof of Rubella titer, proof that immunizations are up-to-date, and medical certification that individual is free of infectious and contagious disease and able to perform without restriction duties assigned.
- D. A copy of the six month evaluation and subsequent annual evaluations on all contract personnel for inclusion in personnel record. Written evaluations of the performance of the contract personnel shall be criteria based and relate to the standards of performance specified in the job description.
- E. Appropriate continuing education, in-service training, and meeting for Physical, Speech and Occupational Therapists and support staff. Provide documentation of same for inclusion in personnel records.
- F. Inform Physical, Speech and Occupational therapists and support staff of their responsibilities to maintain confidentiality, (HIPPA) as well as other veteran rights.
- G. Name of Physical, Speech or Occupational Therapist provided by the contractor on a full-time basis who will act as a liaison and be available for the facilitation of the contract agreement and problem solving in areas of concern.
- H Orientation for State Veterans Home supervisors, if applicable, prior to placement of contract personnel (i.e., overview of agency programs and responsibilities).

- I. Ability to dismiss any Physical, Speech and Occupational Therapists or support staff if necessary, upon proper documentation from State Veterans Home of unsatisfactory performance or conduct.
- J. Ability to distribute and/or administer the following to Physical, Speech and Occupational Therapists and support staff prior to the first day of work:
 - 1. Job description specifying standards of performance and delineating functions and responsibilities for each Physical, Speech and Occupational therapists and support staff.
 - 2. Orientation Packet.
 - 3. Curriculum Vitae Form.
- K. Responsibility for monitoring renewal and termination of contract on each Physical, Speech and Occupational Therapists and support staff and communicating same to the Veterans Home Administrator.
- L. Monitoring Louisiana Physical, Speech and Occupational Therapists and support staff license renewal and have contractor's Physical, Speech and Occupational Therapists and support staff personnel present renewed license to Administrator for verification on the date designated by the Department of Physical, Speech and Occupational therapy for all license renewals. Failure to do so will result in suspension until renewal is verified.
- M. Agreement that no charge or recruitment fee or penalty shall be assessed for any Physical, Speech and Occupational Therapists and support staff who agrees to accept regular employment at the State Veterans Home after the completion of the initial contract.
- N. Agreement not to actively recruit any State Veterans Homes' personnel while this contract is in effect. Adhere to two year waiting period from State Veterans Homes employment resignation to contract employment and assignment to State Veterans Homes.
- O. Responsibility for preparation and distribution of payroll checks to contract employees. All minutes will be paid at the rate specified in the contract.
- P. Assurance that contract personnel adhere to all policies and procedures of State Veterans Homes, HIPPA, Department of Therapy Services.
- Q. Provide statistical information as needed.
- R. Acknowledge and communicate that this contract does not establish an employer employee relationship between the State Veterans Homes and the contract personnel.

VII. State Veterans Home Requirements

State Veterans Homes shall agree to the following terms of this agreement:

- A. Accept personnel determined to be qualified by each State Veterans Home after appropriate screening.

- B. Assign qualified Physical, Speech and Occupational Therapists and support staff according to State Veterans Home's needs and priorities and provide a schedule to reflect same.
- C. Notify the contractor immediately and provide documentation of any unsatisfactory performance of conduct on the part of any contract personnel provided by the contractor.
- D. Enforce all established State Veterans Homes policies, procedures, and standards regarding veteran care and Physical, Speech and Occupational Therapists and support staff performance and conduct.
- E. Agree not to offer regular State Veterans Homes employment to any Physical, Speech and Occupational Therapists provided by the contractor until after the completion of their initial contract period of twelve (12) months.
- F. Emphasize that this contract does not establish an employee-employer relationship between the State Veterans Home and contract personnel.
- G. Ultimately, it will be the responsibility of the Director of Nurses and Administrator to develop and monitor implementation of Veteran Care Standards and Standards of Practice, including the development of forms and charting materials, etc.
- H. The State Veterans Home will provide to the agency copies of six month evaluation and subsequent annual evaluations on contract personnel.

VIII. Subcontractors

Proposals to subcontract the services requested in this RFP are acceptable; however, any such proposal submitted must comply with all sections of this RFP. In addition, any proposer who intends to subcontract the required services must provide written documentation of existing agreements between the proposer and other firms, for the duration of the contract period. The proposer must submit copies of written agreements with their proposal. If the proposer is selected as contractor, the proposer is solely responsible for the work performed by the subcontractor.

IX. Additional Information

Responses to any questions or information, clarification on RFP will be provided in writing with questions directed to:

Donna Calhoun
Contractor Coordinator
Northwest Louisiana War State Veterans Home
3130 Arthur Ray Teague Parkway
Bossier City, LA 71112

Note: Proposer is requested to reference all inquiries by Page, Section, Paragraph number. Deadline for accepting written requests will be **April 22, 2010.**

X. Submission of Proposal

All proposals should be typewritten. At least one original must be submitted; an additional five (5) copies are requested.

The proposals shall be signed by a person or persons authorized to legally bind the proposer.

Economy of Presentation: The proposal should be prepared in a simple and economic format providing a straight-forward, concise delineation of capabilities to satisfy the requirements of the request. Elaborate bindings, colored displays and promotional material are not desired. However, technical literature may be included in the proposal. All prices, costs, and conditions outlined in the Cost Section shall remain fixed and valid for 90 days following the deadline for receiving proposals:

State Veterans Homes may award contract based on initial proposals received, without discussions of such proposals. Proposers are therefore, advised to submit their initial offers on the most favorable terms possible.

Proposals must be delivered to:
Donna Calhoun
Contractor Coordinator
Northwest Louisiana War State Veterans Home
3130 Arthur Ray Teague Parkway
Bossier City, LA 71112

Proposals must be received at the delivery point no later than the close of business date at 4:30 p.m. on **Thursday, May 6, 2010**. All materials submitted become the property of State Veterans Homes.

XI. Cost of Preparing Proposals

Cost of preparing proposals and all related expenses are entirely the responsibility of the proposer and shall not be reimbursed in any manner by the State Veterans Home.

XII. Amendments to Proposal

No amendments to proposal will be accepted after the submission of same. The submission date is **May 6, 2010** as detailed in section X.

XIII. Addenda, Supplements, Amendments

Should it become necessary to revise any portion of the RFP, either to provide additional data or to clarify information or for any other reason, the State Veterans Homes will distribute addenda and/or supplements to all potential proposers with the content and number of pages described. The potential proposer must acknowledge receipt of all addenda in writing by fax to Donna Calhoun at (318) 741-2783.

XIV: Cancellation of RFP

It is the intent of the Department of Veterans Affairs to select one proposal and award one contract based on the responses to the RFP. The State Veterans Homes, however, in its sole discretion, reserves the right to reject for compelling cause any

and all proposals received in response to the RFP and to cancel the RFP, if it is in the best interest of the State Veterans Homes to do so.

XV: Pre-Award Reviews

Prior to the award of a contract, the Department of Veterans Affairs reserves the right to conduct a pre-award survey of any proposer under consideration, to confirm any part of the data furnished, and for collecting more evidence of managerial, financial and/or technical capabilities.

XVI: Rejection

The State Veterans Homes reserves the right to reject all proposals received in response to this request. It does not intend to pay for information solicited or contracted for prior to entering into a contract with one successful proposer (s).

XVII: Calendar of Events

The Department of Veterans Affairs shall maintain the following schedule in processing the RFP through contract (s) execution:

Advertisement of RFP	April 1, 2010
Release of RFP	April 1, 2010
Deadline for submitting questions	April 22, 2010
Proposal submission	May 6, 2010
Contract Beginning Date	July 1, 2010
Contract Ending Date	June 30, 2011

XVIII. Proposal Submission Time/Date

Proposals due on Thursday, May 6, 2010, by close of business 4:30 P.M. Proposals should be sent to Donna Calhoun, Contract Coordinator. Proposals shall remain valid for sixty (60) days from date during which time the contract (s) will be awarded. The Department of Veterans Affairs shall award contract based on initial proposals received, without discussions of such proposals. Proposers are therefore, advised to submit their initial offers on the most favorable terms possible.

XIX. Notification to Proposers

The Department of Veterans Affairs will notify the successful proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

XX. Special Provisions Governing the contract

The following terms and conditions shall be included in the contract(s) awarded to the successful proposers.

A. Termination for Cause

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract;

provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

B. Termination for Convenience

The State may terminate the contract at any time by giving thirty (30) days written notice to the contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

C. Entire Agreement

This contract, together with the RFP and addenda issued thereto by the Department, the proposal submitted by the Contractor in response to the Department's RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.

D. Order of Precedence

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP, and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

E. Amendments in Writing

Any alterations, variation, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement. No amendment to this agreement shall be valid until it has been executed by the Chief Executive Officer or other designated authority of the Department which is a party to the contract, and the Contractor and approved by required authority of the Department; the Director of the Office of Contractual Review, Division of Administration.

F. Notices

All notices under this contract shall be deemed duly given; upon delivery, if delivered by hand (against receipt); or three days after posting, if sent by registered mail, receipt requested; to the address herein set forth or to such other address as a party may designate by notice pursuant hereto.

G. Waiver of Breach

No term of provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver

of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

H. Confidentiality

Contractor shall abide by laws and regulations (HIPPA) concerning confidentiality which safeguard information and patient/client confidentiality.

I. Press Releases

Contractor shall neither issue press releases nor make any other public statement relative to the work for which Contractor is engaged under this contract unless it is approved in advance in writing by State Veterans Homes.

J. Non-Louisiana Corporations

If the selected proposer is a corporation which is not incorporated under Louisiana law, the proposer will be required to submit a Certificate of Authority to do business in the State of Louisiana prior to finalizing the contract.

XXI. Other Provisions Governing this Contract

The following general terms and conditions shall be included in the contract awarded to the successful proposer.

A. Contract Period of Performance

The contract period shall be from **July 1, 2010 through June 30, 2011**. The contract may be extended at the same rates, payment terms and conditions of the State Veterans Homes and the acceptance by the proposer for two additional one year periods not to exceed 36 months.

B. Fiscal Funding Clause

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the fiscal year for which funds are not appropriated.

C. Confidentiality and Security

The Federal Government and the state require that all information pertaining to clients, patients, other service recipients, providers, health facilities, and associations shall be treated as confidential. In order to maintain confidentiality and security, the Contractor shall agree to maintain confidentiality and security, subject to review and approval by the Department. Data compiled by the Contractors shall not be released to anyone other than authorized Department personnel without written permission from the Department.

D. Right to Audit

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration or those designated by the Department of Veterans Affairs, shall have the option to audit all accounts pertaining to this contract. Records will be made available during normal working hours for this purpose.

E. Fund Use

Funds provided by the contract shall not be used to urge any elector to vote for or against any candidate or proposition on an election ballot, nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the Agency's normal dissemination of factual information relative to a proposition or matter having the effect of law being considered by the legislature or any governing authority.

F. Record Retention

Contractors shall agree to retain all books, records and other documents relevant to the contract and the funds expended hereunder, for a least six years after final payment, or as described in citation number 45 Code of Federal Regulation 74:31 (b), whichever is longer. Additionally, in accordance with Section 420.302(b) of Medicare regulations until the expiration of four years after the furnishing of the services provided under this contract, the agency will make available to the Secretary, U.S. Department of Health and Hospital Services, and the U.S. Comptroller General, and their representatives, this contract and all books, documents and records necessary to certify the nature and extent of the costs of those services.

G. Civil Rights

Contractors shall abide by the Requirements of Title VII of the Civil rights Act of 1964, and shall not discriminate against Employees or Applicants due to color, race, religion, sex, sexual orientation, national origin or handicap. Furthermore, the proposer shall take affirmative action pursuant to Executive Order 11246 (Appendix S), and the national Vocational Rehabilitation Act of 1973, to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, sexual orientation, national origin or handicap, and shall take affirmative action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. The proposers shall also abide by the requirements to Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973, and insure that all services are delivered without discrimination due to race, color, national origin or handicap. Contractor will not discriminate on the basis of sexual orientation. Department of Veterans Affairs and all State Veterans Homes under its jurisdiction shall provide equal employment access by hereby stating that no qualified individual with disabilities who can perform the essential functions of the job, with or without reasonable accommodations, without imposing an undue hardship on the Authority, shall be discriminated against in any component of employment. The Authority is committed to this policy because it is our belief that it is morally right, it is good personnel management, and it is legally required by Title 1 of the Americans with Disabilities Act of 1990, 29 C.F.R., Part 1630.

H. Assignment

The contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of each State Veterans Home, provided, however, that claims for money due or to become due, to the Contractor from each State Veterans Home this contract may be assigned to a bank, trust company, or other financial institution. Notice of such assignments or transfer shall be furnished promptly to the Department.

I. Contractor Personnel

Contractor agrees that contractor personnel to be utilized on this project will not be removed or changed without the prior written approval of each State Veterans Homes. Replacement personnel shall be equally qualified.

J. Award of Contract (s)

Proposers agree and understand that no contract can be awarded until final approval of the selection has been granted by the Office of Contractual Review, Division of Administration and Department of Civil Service. And a contract, although partially executed, is subject to and conditioned upon the availability and appropriation of Federal and/or State funds. No liability or obligation for payment will develop between the parties until the signed agreement has been approved by the Director, Office of Contractual Review, Division of Administration, as well as the Director, Department of Civil Service.

K. Contract Termination

Each State Veterans Home will monitor contracted staffing levels on a monthly basis. Schedules and workload will be verified and reviewed by contract monitor on a monthly basis. The contract may be subject to amendment or cancellation if the agency is unable to provide contracted staffing levels.

L. Progress Report

Contractor shall submit monthly progress reports for any completed work within that month or continued treatment from prior months. The progress report should reflect at minimum:

1. Contracted minutes, cost, and contract to date therapy activity.
2. Monthly and cumulative contract to date absentee minutes compared to date absentee minutes compared to contracted minutes reported according to clinical area or assignment.
3. Definitive plan for filling vacant positions.

M. Billing

Invoices for services rendered shall be submitted to the Chief Financial Officer of each State Veterans Home on a monthly basis.

This invoice shall provide:

- Names and social security numbers
- Total minutes worked by each employee
- Total invoice period charge
- Cumulative charge for contract to date

A. Invoices are to be reviewed and approved by the Contract Monitor, with final approval by each State Veterans Home's Administrator or designee. Contractor is obligated to submit final invoices for services performed to each State Veterans Homes no later than fifteen days after termination of the contract. Contractor is prohibited from billing any individual veteran, Physician, or any other third party for serviced rendered under this agreement.

N. Payment for Services

It is agreed that in consideration for services performed, each State Veterans Homes shall make all checks payable monthly to contractor.

O. Payment of Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this agreement shall be the contractor's obligation and identified under tax identification _____.

P. News Releases

The Department of Veterans Affairs, through each State Veterans Homes shall issue or approve all information releases including public releases pertaining to the selection of the contractor(s).

Q. Certificates of Insurance

Contractor shall provide each State Veterans Homes with documentation in a form satisfactory to The Department of Veterans Affairs, which establishes that their Agency has in effect current insurance as follows:

1. Worker's Compensation Statutory
2. General Liability Insurance: Requires \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage.
3. Professional Liability Insurance: Requires a minimum of \$1,000,000.00 per incident and unlimited future medical care and related benefits for the services rendered to each State Veterans Homes.

These insurance types and amounts shall be with a company with a Best's rating of A-:VI or higher, and remain in effect throughout the term of the contract including any renewal terms.

R. Status of Provider

All employees and support staff agency personnel assigned to each State Veterans Home pursuant to this Agreement shall, for all purposes under this Agreement, be considered employees of the contract agency. The Contractor shall assume sole and exclusive responsibility for the payment of wages to employees and support staff personnel for services performed by them at State Veterans Home. Contractor shall with respect to said employees and support staff be responsible for withholding Federal and State income taxes, paying Federal Social Security taxes, and Unemployment Insurance.

S. Hold Harmless Statement/Medical Malpractice

Contractor agrees to defend, indemnify and hold harmless the State of Louisiana, Department of Veterans Affairs, through each State Veterans Homes, from any and all claims or causes of action arising out of (In any

manner whatsoever) the services rendered by the Contractor, its agents, employees or servants, during this contract period. The Contractor is on notice of the provisions of LA.R.S.40:1299.39 and waives only its rights to defense and indemnification pursuant to LA.R.S. 40:1299.39 (c), (f), and the first sentence (g). Further, during this contract period the contractor shall provide the State of Louisiana with proof of Professional Liability Insurance coverage for the services rendered to the State of Louisiana, Department of Veterans Affairs and each of the State Veterans Homes.

ATTACHMENT I

PROPOSAL INFORMATION

1. Proposal Outline

Proposals must follow the outline below and should provide the information requested:

1.1 Introduction

- 1.1.1 Legal name of proposer
- 1.1.2 Location of proposer
- 1.1.3 Any other relevant data that would introduce us to this proposer.

1.2 Backgrounds and Understanding of Project Scope

- 1.2.1 A brief description of the proposer's intent to meet all requirements of the proposal.

1.3 Relevant Healthcare Experience

- 1.3.1 Proposers must provide references and experience of the proposer in the field being requested in this proposal:

- 1.3.1.1 Number of years
- 1.3.1.2 Services performed, etc.

1.4 Administrative Data: The proposal must include the following administrative data:

- 1.4.1 Employer ID number (social security number, federal and state tax ID number)
- 1.4.2 Name, address, telephone number (daytime and evening), cell number, pager number (if applicable), and e-mail address (if applicable) of principle officer
- 1.4.3 Name and address for purpose of issuing checks and/or drafts

1.5 Financial Condition

- 1.5.1 Balance Statements on proposer for the last three years
- 1.5.2 Profit & Loss Statements on proposer for the last three years

1.6 Personnel Qualifications

The purpose of this item is to provide the qualifications and experience of the staff to be assigned to the project. In this section, the organization should include resumes of the assigned staff and a statement of their ability to commit key personnel for the full term of the contract to assure a high level of performance. The key project staff members' most recent competency evaluations and performance appraisals should also be included.

1.7 Required Attachments:

Disclosure of Ownership, if for-profit corporation

List of all Board Members with Address

Board Resolution authorizing an individual to sign contracts, if corporation

Copies of Licenses for all Key Personnel

1.8 Miscellaneous Information

1.8.1 Is the Proposer a Corporation? ☐ No ☐ Yes

1.8.2 Is the Proposer For-Profit? ☐ No ☐ Yes

1.8.3 Is the Proposer an Out-of-State Entity? ☐ No ☐ Yes

If yes, provide the following:

Certificate of Authority to do Business in Louisiana

1.8.4 Is the Proposer or any one of the Key Personnel ☐ No ☐ Yes
a current/former State Employee?

If yes, indicate the following:

State Agency where Last Employed

Position Title

Termination Date

Social Security Number

- 1.8.5 Was the Proposer engaged by DVA within the past twenty-four (24) months? __No __Yes

If yes, indicate the following:

Contract Number(s)

Any other information available to identify the engagement.

- 1.8.6 Refer to section V for additional proposer information requested in the RFP.
- 1.8.7 Include a copy of Certificate of Insurance in Section XX (Q).

Attachment II
Cost Sheet

Physical Therapist	\$_____/minute
Physical Therapist Assistant	\$_____/minute
Occupational Therapist	\$_____/minute
Certified Occupational Therapist Assistant	\$_____/minute
Speech Therapist	\$_____/minute

Total Rate Per Minute \$_____

Average Rate Per Minute \$_____

Number of Minutes Per Location:

- | | |
|---|-----------------|
| • NW LA War Veterans Home
3130 Arthur Ray Teague Pkwy.
Bossier City, LA 71112 | 582,310 Minutes |
| • SE LA War Veterans Home
4080 W. Airline Hwy.
Reserve, LA 70084 | 311,000 Minutes |
| • SW LA War Veterans Home
1610 Evangeline Hwy.
Jennings, LA 70546 | 486,720 Minutes |
| • NE LA War Veterans Home
6700 Hwy. 165 North
Monroe, LA 71203 | 624,000 Minutes |
| • LA War Veterans Home
4739 Hwy. 10
Jackson, LA 70748 | 627,000 Minutes |

Total Cost \$_____
(Average Rate Per Minute X Number of Minutes)